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Coastal International Security, Inc. and National Association of Special Police and Security Officers.
Case 05–CA–193920

May 10, 2018

DECISION AND ORDER

BY MEMBERS PEARCE, KAPLAN, AND EMANUEL

The General Counsel seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. A charge was filed by the National Association of Special Police and Security Officers (the Charging Party or Union) on February 28, 2017, against Coastal International Security, Inc. (the Respondent), alleging that the Respondent violated Section 8(a)(5) and (1) of the Act.

Subsequently, the Respondent executed an informal settlement agreement, which was approved by the Regional Director for Region 5 on June 28, 2017. The settlement agreement required, *inter alia*, that the Respondent, (1) on request, meet and bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees; (2) post a Notice to Employees (notice) in prominent places, including all places where notices to employees are customarily posted, at its worksite at the Union Center Plaza, located at 830 First Street, N.W., Washington, D.C., and keep the notice posted for 60 consecutive days from the date of the initial posting; and (3) post the notice on its intranet in a location where the Respondent normally posts notices to employees and keep it continuously posted there for 60 consecutive days from the date of the initial posting.

The settlement agreement also contained the following provision:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for

Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order *ex parte*, after service or attempted service upon the Charged Party at the last address provided to the General Counsel.

By letter dated June 29, 2017, the Compliance Officer for Region 5 (the Compliance Officer) sent the Respondent's counsel a copy of the approved settlement agreement with the notice and a cover letter soliciting compliance with the terms of the settlement agreement.

By email dated July 19, 2017, the Compliance Officer sent the Respondent's counsel a copy of the June 29, 2017 letter and indicated that evidence of compliance was originally due on July 13, 2017, and that failure to submit the requested evidence may result in the Region initiating default proceedings against the Respondent.

By letter dated August 11, 2017, and pursuant to the terms of the settlement agreement, the Regional Director notified the Respondent's counsel that the Respondent had failed to comply with the terms of the settlement agreement and that the Respondent must comply and provide evidence of its compliance within 14 days, or the Regional Director would institute default proceedings against the Respondent. The Respondent failed to comply.

Accordingly, pursuant to the terms of the noncompliance provisions of the settlement agreement, the Regional Director issued a complaint on September 13, 2017. On October 19, 2017, the General Counsel filed a Motion for Default Judgment with the Board. On October 23, 2017, the Board issued an Order Transferring the Proceeding to the Board and Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to comply with the terms of the settlement agreement by failing to post official Board notices and return the certification of posting. Consequently, pursuant to the non-compliance provisions of the settlement agreement set forth above, we find that all of the allegations in the complaint are true.¹ Accordingly, we grant the General Counsel's Motion for Default Judgment.

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business in Upper Marlboro, Maryland, and has been engaged in the business of providing security services to private and governmental entities, including the Federal Protective Services at the Union Center Plaza, Washington, D.C.

During the 12-month period ending August 31, 2017, the Respondent has conducted its business operations, described above, in Washington, D.C., and the Board exercises plenary jurisdiction over enterprises in Washington, D.C.

We find that the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

We find that the Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all times since about July 1, 2016, to about September 1, 2017, Sean Engelin held the position of the Respondent's Director of Labor Relations and was a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time armed and unarmed security guards, including sergeants, employed by Respondent at the Union Center Plaza, Washington, D.C., but excluding lieutenants, site managers, officers, directors, the project managers and any assistant project manager, all other supervisors, managerial employees, confidential employees, and non-guard employees.

Since about August 30, 2013, and at all material times, the Respondent has voluntarily recognized the Charging Party as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from October 1, 2016, through September 30, 2021.

At all times since August 30, 2013, based on Section 9(a) of the Act, the Charging Party had been the exclusive collective-bargaining representative of the unit.

About October 3, 2016, the Charging Party, by email, requested that the Respondent bargain collectively regarding non-economic components of the collective-bargaining agreement.

About October 14, 2016, the Charging Party, by email, requested that the Respondent bargain collectively regarding non-economic components of the collective-bargaining agreement.

About November 7, 2016, the Charging Party, by email, requested that the Respondent bargain collectively regarding non-economic components of the collective-bargaining agreement.

About November 10, 2016, the Charging Party, by email, requested that the Respondent bargain collectively regarding non-economic components of the collective-bargaining agreement.

Since about November 10, 2016, the Respondent has failed and refused to bargain collectively about the subjects set forth above. The subjects set forth above relate to the terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The Respondent's unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to bargain collectively, we shall order the Respondent to bargain collectively with the Charging Party regarding the subjects of its repeated requests for bargaining between October 3 and November 10, 2016.

¹ See *U-Bee Ltd.*, 315 NLRB 667 (1994).

ORDER

The National Labor Relations Board orders that the Respondent, Coastal International Security, Inc., Upper Marlboro, Maryland, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain with National Association of Special Police and Security Officers (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Upon request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement:

All full-time and regular part-time armed and unarmed security guards, including sergeants, employed by Respondent at the Union Center Plaza, Washington, D.C., but excluding lieutenants, site managers, officers, directors, the project managers and any assistant project manager, all other supervisors, managerial employees, confidential employees, and non-guard employees.

(b) Within 14 days after service by the Region, post at its Washington, D.C. facility a copy of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 10, 2016.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 5 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated, Washington, D.C. May 10, 2018

Mark Gaston Pearce, Member

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD
APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain with the National Association of Special Police and Security Officers (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our

employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full time and regular part-time armed and unarmed guards, including sergeants, employed by us at the Union Center Plaza, Washington, D.C., but excluding lieutenants, site managers, officers and directors of us, the project manager and assistant project manager, all other supervisors, managerial employees, confidential employees, and non-guard employees.

COASTAL INTERNATIONAL SECURITY,
INC.

The Board's decision can be found at www.nlr.gov/case/05-CA-193920 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

